



[Billing Code: 6750-01S]

FEDERAL TRADE COMMISSION

Robocall Contest

AGENCY: Federal Trade Commission.

ACTION: Notice; public challenge.

SUMMARY: The Federal Trade Commission (“FTC”) announces an open source prize competition that challenges the public to create and improve an innovative robocall honeypot. A honeypot is an information system that is designed to attract perpetrators of illegal acts—in this case robocallers—and gain knowledge about their tactics. The Contest will be held at DEF CON 22, a conference of information security specialists, in Las Vegas, Nevada, from August 7-10, 2014. The Contest will occur in 3 independent phases, with Winner(s) chosen from each phase. Phase 1, “Creator,” involves building a robocall honeypot. Phase 2, “Attacker,” requires Contestants to identify a honeypot’s security vulnerabilities. Phase 3, “Detective,” involves analysis of data from an existing robocall honeypot.

DATES: Contestants may register for any phase beginning at 9:00 am Pacific Daylight Time (“PDT”) on August 7, 2014 at the FTC’s “Zapping Rachel” booth at DEF CON 22. The deadline for submitting entries for phase 1 is August 8, 2014 at 12:00 pm PDT; phase 2 is August 9, 2014 at 12:00 pm PDT; and phase 3 is August 9, 2014 at 7:00 pm PDT.

FOR FURTHER INFORMATION CONTACT: Patricia Hsue, 202-326-3132, or Kati Daffan, 202-326-2727, Division of Marketing Practices, Bureau of Consumer Protection, FTC; 600 Pennsylvania Ave. NW; Mailstop CC-8528; Washington, DC 20580.

SUPPLEMENTARY INFORMATION: The FTC Robocall Contest (the “Contest”) will complement the Federal Trade Commission’s 2012 Robocall Challenge and advance its work, along with that of its public and private sector partners, to combat illegal telemarketing calls. Telemarketing robocalls are prerecorded messages that generally seek to promote the purchase of goods or services to a consumer, and are regulated by the FTC under the Telemarketing Sales Rule. See 16 CFR 310.4(b)(1)(v). Most such calls are illegal,¹ and yet they continue to be prevalent.

The FTC is hosting the Contest at DEF CON 22. The Contest will challenge the public to contribute to the design of robocall honeypots - information systems intended to attract perpetrators of illegal robocalls and gather knowledge about robocaller tactics. The Robocall Contest is intended to engage individuals or teams of individuals with information security expertise (collectively “Contestants”) to apply their knowledge to design the next-generation of robocall honeypots.

The Contest is subject to all applicable laws and regulations. Participation constitutes Contestant’s full agreement to these Official Rules and to decisions of the Sponsor (as defined below), which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth in the Official Rules.

¹ The vast majority of prerecorded sales calls are illegal under the Telemarketing Sales Rule unless the recipient has provided express written consent to receive them. 73 FR 51164 (Aug. 29, 2008); 16 CFR 310.4(b)(1)(v). The Telephone Consumer Protection Act also prohibits any type of call (other than a call made for emergency purposes) using automated telephone equipment or an artificial or prerecorded voice to a cellular telephone in the absence of prior express consent. 47 U.S.C. 227(b)(1)(A)(iii).

1. Sponsor and Participating Organizations

A. **Sponsor:** Federal Trade Commission, 600 Pennsylvania Avenue, NW; Washington, DC 20580.

B. Participating Organizations:

(i) Telephone Science Corporation, also d/b/a Nomorobo, 5507-10 Nesconset Hwy, Suite 201; Mt Sinai, NY 11766;

(ii) Twilio, Inc. (“Twilio”), 645 Harrison Street, Third Floor; San Francisco, CA 94107.

2. Eligibility

A. To participate in the Contest:

(i) Contestants may compete as individuals or as teams of individuals, if they meet all eligibility requirements set forth in sections 2.A-C. To be eligible to win a Prize, Contestants must meet the additional prize eligibility requirements set forth in section 2.D.

(ii) Contestants must comply with all terms and conditions of the Official Rules throughout the Contest and Judging Period.

(iii) Contestants must own or have access at their own expense to a computer, an Internet connection, and any other electronic devices, documentation, software, or other items that Contestants may deem necessary to create and enter a Submission (as defined in Section 4 below).

(iv) Each team shall appoint one individual (the “Representative”) to represent and act on behalf of said team, including by entering a Submission. The Representative must be duly authorized to submit on behalf of the team, and must represent and warrant that he/she is duly authorized to act on behalf of the team.

(v) An individual may join more than one team, and an individual who is part of a team may also enter the Contest on an individual basis.

(vi) No individual or team may enter the Contest on behalf of a corporation or other non-individual legal entity.

B. The following individuals (including any individuals participating as part of a team) are not eligible regardless of whether they meet the criteria set forth above:

(i) any individual under the age of 18;

(ii) any individual who employs any Judge or otherwise has a material business relationship or affiliation with any Judge;

(iii) any individual who is a member of any Judge's immediate family or household;

(iv) any individual who has been convicted of a felony;

(v) the Sponsor, Participating Organizations, and any advertising agency, contractor or other individual or organization involved with the design, production, promotion, execution, or distribution of the Contest; all employees, representatives and agents thereof; and all members of the immediate family or household of any such individual, employee, representative, or agent;

(vi) any Federal entity or Federal employee acting within the scope of his or her employment, or as may otherwise be prohibited by Federal law (employees should consult their agency ethics officials);

(vii) any individual or team that used Federal facilities or relied upon significant consultation with Federal employees to develop a Submission, unless the facilities and employees were made available to all Contestants participating in the Contest on an equal basis; and

(viii) any individual or team that used Federal funds to develop a Submission, unless such use is consistent with the grant award, or other applicable Federal funds awarding document. If a grantee using Federal funds enters and wins this Contest, the prize monies will need to be treated as program income for purposes of the original grant in accordance with applicable Office of Management and Budget Circulars. Federal contractors may not use Federal funds from a contract to develop a Submission for this Challenge.

C. For purposes hereof:

- (i) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings; and
- (ii) the members of an individual's household include any other person who shares the same residence as such individual for at least three (3) months out of the year.

D. Pursuant to the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Reauthorization Act of 2010, 15 U.S.C. 3719, Contest Prizes (as defined in Section 10 below) may only be awarded to individuals and teams of individuals who are citizens or permanent residents of the United States, subject to verification by the Sponsor before Prizes are awarded (see Section 11 below).

3. Registration Requirement for all Contestants

A. Beginning at 9:00 am PDT on August 7, 2014, Contestants may visit the FTC's "Zapping Rachel" booth at DEF CON 22, located at the Rio Hotel and Casino in Las Vegas, Nevada.

B. To enter, every Contestant, including all members of a team, must register by signing a form ("Registration Form") to verify that he or she: (1) has read and agreed to the

Official Rules; (2) is over the age of 18; (3) does not have a familial or financial relationship with any Judge as specified in Section 2.B.(ii)-(iii); and (4) has not been convicted of a felony. A familial or financial relationship with any Judge or a felony conviction will disqualify the Contestant from participation in the Contest. The Registration Form will be available to Contestants beginning at 9:00 am PDT on August 7, 2014 at the FTC's "Zapping Rachel" booth at DEF CON 22.

C. Contestants should register as soon as possible and will thereupon receive important information regarding each phase of the Contest in which they intend to participate, such as Twilio free credit for phases 1 and 2, or access to necessary data for phase 3. See Sections 7-9. Contestants must submit their Registration Forms before the Submission Deadline of the first phase in which they are participating.

D. After a Contestant registers, the Sponsor will send a confirmation message from RobocallContest@ftc.gov to the email address provided by the Contestant. The Contestant should use the confirmation message to verify the email address, in order to indicate agreement to participate in the Contest and receive important Contest updates.

E. In the event of a dispute pertaining to this Contest, the authorized account holder of the email address listed at registration will be deemed to be the Contestant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Contestants may be required to show proof of being the authorized account holder.

F. Contestants must be physically present at the site of the Contest in order to participate. Individuals who wish to participate in the Contest without paying for entry to DEF CON

22 must send an email to RobocallContest@ftc.gov indicating this preference on or before July 31, 2014. Such individuals may be escorted to the “Zapping Rachel” booth as the Sponsor deems necessary, but will not be able to attend any other events, contests, presentations, or otherwise participate in DEF CON 22.

4. Submission

A. To participate in any phase of the Contest, a Contestant must submit the following via electronic mail:

- (i) the name of the solution;
- (ii) solution source code;
- (iii) a written description (as required for the specific phase); and
- (iv) any other materials required under Sections 7-9 below, including access to relevant call detail records, dialing platforms, and/or other technologies needed to test the Submission.

Paragraphs (i)-(iv) above are collectively a “Submission.” The email address used to submit the Submission shall match the address provided on a Contestant’s Registration Form. With the exception of this originating email address, no part of the Submission shall contain information revealing the Contestant’s identity, such as a name, address, employment information, or other identifying details.

B. Submission Deadlines

- (i) For phase 1, Contestants must enter their Submissions by August 8, 2014 at 12:00 pm PDT.
- (ii) For phase 2, Contestants must enter their Submissions by August 9, 2014 at 12:00 pm PDT.

(iii) For phase 3, Contestants must enter their Submissions by August 9, 2014 at 7:00 pm PDT.

Paragraphs (i)-(iii) above are collectively the “Contest Deadlines.” The Sponsor’s computer is the official time-keeping device for this Contest. Any Submissions entered following the respective Contest Deadlines shall be disqualified. The Judging Period for each phase will commence immediately following the deadline for each phase. The Sponsor may limit the number of Contestants who can participate in each phase to ensure that the Judges have sufficient time to review the Submissions.

C. Submission Requirements

(i) The name, source code, written description, and any other materials should all be submitted at the same time. All Submissions must be received by the Contest Deadline for each phase.

(ii) Source code must be compatible with languages and platforms that the Sponsor will specify on or before August 7, 2014.

(iii) No part of a Submission may require the Sponsor or Judges to spend money or otherwise obtain anything of value.

(iv) Submissions from a team must so indicate when entering a Submission.

(v) With the exception of source code, Submissions must be in English, except that textual material in a language other than English will be accepted if accompanied by an English translation of that text.

(vi) Any solution that was publicly available prior to the start of the Contest Submission Period (August 7-10, 2014) is not eligible for entry in the Contest, unless the solution submitted incorporated significant new functionality, features, and changes that are not

publicly available. Contestants must include a narrative description of the new functionality with any such Submission.

(vii) Submissions must not:

- a. violate applicable law;
- b. depict hatred;
- c. be in bad taste;
- d. denigrate (or be derogatory toward) any person or group of persons or any race, ethnic group, or culture;
- e. threaten a specific community in society, including any specific race, ethnic group, or culture;
- f. incite violence or be likely to incite violence;
- g. contain vulgar or obscene language or excessive violence;
- h. contain pornography, obscenity, or sexual activity; or
- i. disparage the Sponsor.

(viii) Submissions must be free of malware and other security threats. Contestant agrees that the Sponsor may conduct testing on each Submission to determine whether malware or other security threats may be present.

(ix) Submissions that do not comply with any of the above requirements may be disqualified.

D. Additional Terms

(i) Once a Submission has been submitted, Contestant may not access or make any changes or alterations to the Submission.

(ii) A Contestant may submit more than one Submission. However, each Submission must be unique, as determined by Sponsor in its sole discretion. If a Contestant enters two or more Submissions that are substantially similar, the Sponsor reserves the right to disqualify Submissions or require the Contestant to choose one Submission to be entered into the Contest.

(iii) By entering a Submission, Contestant represents, warrants, and agrees that the Submission is the original work of the Contestant and complies with the Official Rules. Contestant further represents, warrants, and agrees that any use of the Submission by the Sponsor and/or Judges (or any of their respective partners, subsidiaries, and affiliates) as authorized by these Official Rules, does not:

- a. infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any statutory or common law trademark, copyright or patent, nor any privacy rights, nor any other rights of any person or entity;
- b. constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy.

5. Submission Rights

By entering a Submission to this Contest, Contestant grants to any person obtaining a copy of his or her Submission, a non-exclusive, irrevocable, royalty-free and worldwide license to use, copy, modify, merge, publish, or distribute the Submission, any information and content submitted by the Contestant, and any portion thereof.

Contestants agree that such Submissions shall be made and remain available to all for use on an open source basis, as defined by the Open Source Initiative, *see* opensource.org.

Contestant further grants to the Sponsor the right to display the Submission on the

Internet. Sponsor, and any third parties acting on its behalf, will also have the right to publicize Contestant's name or codename and, as applicable, the names or codenames of Contestant's team members, on the Contest Website at www.ftc.gov, and in any media whatsoever, for advertising and publicity purposes relating to the Contest. The Contestant agrees that the foregoing constitutes solely a condition of the Contestant's participation in the Contest, and that nothing herein shall constitute a procurement, including the acquisition of any intellectual property. See Section 12.C below.

6. Winner Selection and Judging Criteria

A. All Submissions will be judged by an expert panel of judges (the "Judges") selected by the Sponsor at the Sponsor's sole discretion. The Sponsor reserves the right to substitute or modify the judging panel, or extend or modify the Judging Period, at any time for any reason.

B. All Judges shall be required to remain fair and impartial. Any Judge may recuse him or herself from judging a Submission if the Judge or the Sponsor considers it inappropriate, for any reason, for the Judge to evaluate a specific Submission or group of Submissions.

C. A Contestant's likelihood of winning will depend on the number and quality of all of the Submissions, as determined by the Judges using the criteria in these Official Rules.

D. For all phases, the Sponsor reserves the right to review the Judges' decision and to withhold any Prize if, at the Sponsor's sole discretion, there is a procedural, legal, or other reason that the Prize should not be awarded.

E. The Judges will document the scores assigned to each Submission for each phase, and these scores may be subject to release by the Sponsor in its sole discretion or if required by law.

F. The Sponsor and/or Judges intend to announce who earned the top scores from each of the 3 phases on August 10, 2014. Prizes, however, will not be awarded and Winners will not be named, until the Sponsor verifies eligibility for receipt of each Prize in accordance with Section 11 below. The Sponsor will announce verified Winners at a later date, and the results will be made available at the Contest Website.

7. Phase 1: Creator

A. Phase 1 Contestants will stand in the shoes of experts trying to understand and defeat robocaller tactics. Contestants will be required to: (1) build a honeypot that collects data on each call; and (2) categorize the calls based on the likelihood that the call is a robocall (a call delivering a prerecorded message). In designing the honeypot, Contestants may not include any feature that requires ongoing manual processing. Each Contestant will receive free access to a Twilio account, which requires an agreement to comply with Twilio's terms of service. Twilio will provide a platform that Contestants may use to build their honeypot and at least one phone number associated with the Twilio account. If Contestants build a honeypot on Twilio's platform, they will also receive \$30 of credit. Without spending any credit, each Contestant may receive and send calls to the phone number associated with his or her Twilio account from one external phone number. To send and receive calls using additional lines, Contestants may spend up to their \$30 credit limit. The credit may also be applied toward other Twilio features. Contestants, however, are not required to use the Twilio platform and may use any tools they choose

so long as Contestants also provide one or more honeypot phone lines, access to the associated call detail records or call logs, and any other information so that the Judges can test their Submissions without additional cost. Contestants will be disqualified, however, if they: (1) place calls using an autodialing program or the functional equivalent; (2) adversely affect the Twilio platform; (3) adversely affect any other platform, product, system, or technology; (4) violate the terms of service of Twilio or any other third party provider; (5) do anything prohibited by law; or (6) place calls to any number outside their own honeypot. Judges will test the Submissions by sending calls to the honeypots and reviewing the information associated with incoming calls. Each Contestant will submit all source code in addition to a written description of the solution, consisting of fewer than 500 words, summarizing the Contestant's techniques and outcomes.

Judging Criteria:

(i) Building Knowledge (70% of total score)

- Did you succeed in identifying inaccuracies in the data captured? You will receive ten points for each distinct successful method that your honeypot used to identify calls in which the data captured in any field was inaccurate. Inaccurate data could include, but is not limited to, false caller ID number or date of the call. Contestants will need to prove to the Judges' satisfaction that the data captured was inaccurate, and the necessary level of proof is within the Judges' sole discretion. Furthermore, the Judges have sole discretion to determine whether two successful methods are meaningfully distinct.

- Did your honeypot successfully categorize calls based on the likelihood that the calls are robocalls? Contestants will receive up to 30 points based on the percentage of calls that are successfully categorized. Contestants will need to prove to the Judges' satisfaction that the calls were accurately categorized, and the necessary level of proof is within the Judge's sole discretion.
- Is your honeypot scalable? For each distinct method that your honeypot uses to categorize or verify the accuracy of the data collected, Contestants will receive five points for each such method that is easily replicable and adaptable. Furthermore, the Judges have sole discretion to determine whether two methods are meaningfully distinct.
- The Judges will compare the total points earned by each Contestant in this category and use these totals to assign a percentage amount of no greater than 70% to each Contestant.

(ii) Explaining the Scheme (20% of total score)

- What insights did your Submission demonstrate with respect to setting up an effective robocall honeypot?
- What insights did your Submission demonstrate in determining the accuracy of the data captured?
- What insights did your Submission demonstrate in determining how to categorize calls based on the likelihood that the calls are robocalls?

(iii) Innovation (10% of total score)

- How innovative was your Submission?

B. In order to be considered for a Prize, Submissions must score at least one percentage point in each required category (building knowledge, explaining the scheme, and innovation). If the Judges determine that no one satisfies each required category, no one will be deemed eligible for any Prize.

C. The one (1) Contestant whose Submission earns the highest overall score will be named Winner of the phase 1 Top Prize identified below in Section 10, if the Contestant satisfies the verification requirements described in Section 11. If the Contestant does not satisfy the verification requirements, the phase 1 Top Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Judges' or Sponsor's discretion.

D. Up to two (2) Contestants with the subsequent highest scores who meet the Section 11 verification requirements may be awarded the phase 1 Honorable Mention Prizes—described below in Section 10—at the Judges' or Sponsor's discretion.

E. In the event of a tie between or among two or more Submissions where the Contestants meet the verification requirements, the relevant Prize identified below in Section 10 will be divided equally between the tied Contestants.

8. Phase 2: Attacker

A. Phase 2 Contestants will look into the minds of robocallers. Each Contestant will receive a list of 25 phone numbers that belong to a robocall honeypot set up on the Twilio platform. Contestants will also have free access to a Twilio account with \$15 of credit that may be applied toward Twilio features. Contestants will attempt to circumvent the robocall honeypot. Merely spoofing the caller ID information (i.e., providing inaccurate or missing Caller ID data) will not be counted as circumvention of the robocall honeypot.

One example of a way that Contestants can successfully circumvent the robocall honeypot is by placing undetected calls to the robocall honeypot numbers. A call is “undetected” if it prevents the honeypot from gathering any data about the call, including that the call was made. Contestants will be disqualified if they: (1) place calls using an autodialing program or the functional equivalent; (2) adversely affect the robocall honeypot; (3) adversely affect the Twilio platform; (4) adversely affect any other platform, product, system, or technology; (5) violate the terms of service of Twilio or any other third party provider; (6) do anything prohibited by law; or (7) place calls to any number outside the robocall honeypot. Contestants may use any tool or platform to circumvent the honeypot. For each circumvention effort, Contestants must provide the necessary means for Judges to test and replicate the attack. If Contestants use a tool other than Twilio to place calls that circumvent the honeypot, Contestants must also provide access to their call detail records or call logs. In addition, each Contestant will submit all source code and a written description consisting of fewer than 500 words summarizing: (1) the Contestant’s circumvention techniques and outcomes; (2) theoretical circumvention techniques that the Contestant did not test but would be useful to a robocaller; and (3) how the Contestant would build a better honeypot to prevent such techniques.

Judging Criteria:

(i) Hitting the Target (50% of total score)

- Did you succeed in circumventing the robocall honeypot? You will receive one point for each distinct method that you used to circumvent the robocall honeypot. Contestants will need to prove to the Judges’ satisfaction that they circumvented

the honeypot, and the necessary level of proof is within the Judges' sole discretion. Furthermore, the Judges have sole discretion to determine whether two circumvention methods are meaningfully distinct.

- The Judges will compare the total points earned by each Contestant in this category and use these totals to assign a percentage amount of no greater than 50% to each Contestant.

(ii) Explaining the Scheme (20% of total score)

- What insights did your Submission demonstrate about how attackers might circumvent a robocall honeypot, including by placing undetected calls?
- What theoretical techniques did your Submission describe for how attackers might circumvent a robocall honeypot?

(iii) Rebuilding (10% of total score)

- What insights did your Submission demonstrate about building a better robocall honeypot?

(iv) Innovation (20% of total score)

- How innovative were your actual or proposed methods of circumventing the honeypot?

B. In order to be considered for a Prize, Submissions must score at least one percentage point in each required category (hitting the target, explaining the scheme, rebuilding, and innovation). If the Judges determine that no one satisfies each required category, no one will be deemed eligible for any Prize.

C. The one (1) Contestant whose Submission earns the highest overall score will be named Winner of the phase 2 Top Prize identified below in Section 10, if the Contestant

satisfies the verification requirements described in Section 11. If the Contestant does not satisfy the verification requirements, the phase 2 Top Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Judges' or Sponsor's discretion.

D. Up to two (2) Contestants with the subsequent highest scores who meet the Section 11 verification requirements may be awarded the phase 2 Honorable Mention Prizes—described below in Section 10—at the Judges' or Sponsor's discretion.

E. In the event of a tie between or among two or more Submissions where the Contestants meet the verification requirements, the relevant Prize identified below in Section 10 will be divided equally between the tied Contestants.

9. Phase 3: Detective

A. Each phase 3 Contestant will receive two sets of call data from an existing robocall honeypot. The Sponsor will provide this data at the FTC's "Zapping Rachel" booth at DEF CON 22, beginning at 9:00 am PDT on August 7, 2014. The first data set will identify calls that, based on real-world information, are likely to have been a robocall (a call delivering a prerecorded message). Based on information provided in the first data set, Contestants will develop an algorithm and will predict which of the calls in the second data set are likely to be robocalls. In addition to submitting these predictions, each Contestant will submit all source code and a written description of the algorithm consisting of fewer than 250 words.

Judging Criteria:

(i) Uncovering the Truth (70% of total score)

- Did you correctly predict whether the calls in the second honeypot data set were likely to be robocalls? To assess this, the Judges will compare your predictions with real-world information about which calls are likely to be a robocall. You will receive one point for each call you successfully identified as a likely robocall, and deducted one point for each call you inaccurately identified as a likely robocall.
- The Judges will compare the total points earned by each Contestant in this category and use these totals to assign a percentage amount of no greater than 70% to each Contestant.

(ii) Explaining the Scheme (20% of total score)

- What insights did your Submission demonstrate with respect to the analysis of honeypot call records?

(iii) Innovation (10% of total score)

- How innovative was your Submission?

B. In order to be considered for a Prize, Submissions must score at least one percentage point in each required category (uncovering the truth, explaining the scheme, and innovation). If the Judges determine that no one satisfies each required category, no one will be deemed eligible for any Prize.

C. The one (1) Contestant whose Submission earns the highest overall score will be named Winner of the phase 3 Top Prize identified below in Section 10, if the Contestant satisfies the verification requirements described in Section 11. If the Contestant does not satisfy the verification requirements, the phase 3 Top Prize may be awarded to the next

highest scorer who satisfies the verification requirements, at the Judges' or Sponsor's discretion.

D. Up to two (2) Contestants with the subsequent highest scores who meet the Section 11 verification requirements may be awarded the phase 3 Honorable Mention Prizes—described below in Section 10—at the Judges' or Sponsor's discretion.

E. In the event of a tie between or among two or more Submissions where the Contestants meet the verification requirements, the relevant Prize identified below in Section 10 will be divided equally between the tied Contestants.

10. Prizes

Winner	Prize Amount (for each Winner)	Quantity
Phase 1 Top Prize	US \$3,133.70	1
Phase 1 Honorable Mention(s)	US \$1,337.00	2
Phase 2 Top Prize	US \$3,133.70	1
Phase 2 Honorable Mention(s)	US \$1,337.00	2
Phase 3 Top Prize	US \$3,133.70	1
Phase 3 Honorable Mention(s)	US \$1,337.00	2

A. If no eligible Submissions are entered in the Contest, the Prize will not be awarded.

The Sponsor retains the right to make a Prize substitution in the event that funding for the Prize or any portion thereof becomes unavailable. No transfer or substitution of a Prize is permitted except at the Sponsor's sole discretion. It will be the responsibility of the winning team's Representative to allocate the Prize amongst the team, as the Representative deems it appropriate.

B. In the event a Winner's employer has a policy that prohibits the awarding of a Prize to an employee, the Winner must forfeit the Prize and the Sponsor may select an alternate Winner. Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to Sponsor for the purposes of this Contest does not place the Sponsor and its respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the Contestant's Submission, except as specifically provided in these Official Rules.

C. Winners (including any winning team members) are responsible for reporting and paying all applicable federal, state, and local taxes. It is the sole responsibility of Winners of \$600 or more to provide information to the Sponsor in order to facilitate receipt of the award, including completing and submitting any tax forms when necessary. It is also the sole responsibility of Winners to satisfy any applicable reporting requirements. The Sponsor reserves the right to withhold a portion of the Prize amount to comply with tax laws.

D. All payments shall be made by electronic funds transfer or other means determined by the Sponsor.

11. Verification of Eligibility for Receipt of a Prize

A. ALL PRIZE AWARDS ARE SUBJECT TO SPONSOR VERIFICATION OF THE WINNER'S IDENTITY, ELIGIBILITY, AND PARTICIPATION IN THE CREATION OF THE SOLUTION. THE SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. In order to receive a Prize, a

Contestant will be required to complete, sign and return to the Sponsor affidavit(s) of eligibility and liability release, or a similar verification document (“Verification Form”).

31 U.S.C. 7701 requires Federal agencies to collect social security numbers to issue a payment. (In the case of a team, the Representative and all participating members must complete, sign and return to the Sponsor the Verification Form in order for the team to receive a Prize.)

B. Contestants potentially qualifying for a Prize will be notified and sent the Verification Form using the email address submitted at registration, starting on or about August 10, 2014. In the case of a team, the notification will only be sent to the Representative. If a notification is returned as undeliverable, the Contestant or team may be disqualified at the Sponsor’s sole discretion.

C. At the sole discretion of the Sponsor, a Contestant or team forfeits any Prize if:

(i) the Contestant fails to provide the Verification Form within five (5) business days of receipt of the email notification discussed above (or in the case of a team, any team member fails to provide the Verification Form within five business days of receipt of the email notification);

(ii) the Contestant (or in the case of a team, its Representative) does not timely communicate with the Sponsor to provide payment and all other necessary information within five business days of receiving a request for such information;

(iii) such individual or team Representative is contacted and refuses the Prize;

(iv) the Prize is returned as undeliverable; or

(v) the Submission of the Winner, the Winner, or any member of a Winner’s team is disqualified for any reason.

D. In the event of a disqualification, Sponsor, at its sole discretion, may award the applicable Prize to an alternate Contestant. The disqualification of one (or more) team members at any time for any reason may result in the disqualification of the entire team and of each participating member at the sole discretion of the Sponsor.

12. Entry Conditions and Release

A. By entering, each Contestant (including, in the case of a team, all participating members) agree(s) to:

(i) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Contest Judges, whose Rules and decisions are binding and final in all matters relating to this Contest;

(ii) release, indemnify, defend, and hold harmless the Sponsor, Participating Organizations, and any other individuals or organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest, including their respective parents, subsidiaries, and affiliated companies, if any, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the “Released Parties”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant’s entry, creation of Submission or entry of a Submission, participation in the Contest, acceptance or use or misuse of the Prize and/or the broadcast, transmission, performance, exploitation, or use of Submission as authorized or licensed by these Official Rules.

B. Without limiting the foregoing, each Contestant agrees to release all Released Parties of all liability in connection with:

- (i) any incorrect or inaccurate information, whether caused by the Sponsor's or a Contestant's electronic or printing error or by any of the equipment or programming associated with or utilized in the Contest;
- (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet connectivity, or electronic transmission errors, or network hardware or software or failure of the Contest Website, or any other platform or tool that Contestants or Judges choose to use;
- (iii) unauthorized human intervention in any part of the entry process or the Contest;
- (iv) technical or human error that may occur in the administration of the Contest or the processing of Submissions; or
- (v) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason any Contestant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its Submission. The request will be addressed at the sole discretion of the Sponsor if the Contest Submission Period is still open.

C. The Contest is not a procurement. The Sponsor does not acquire any intellectual property and Contestants agree to permit the Sponsor to publicize Contestants and Contest Winners solely as a condition of the Contestant's participation in the Contest. See Paragraph 14 below.

D. Based on the subject matter of the Contest, the type of work that it possibly will require, and the likelihood of any claims for death, bodily injury, or property damage, or loss potentially resulting from challenge participation, the Sponsor determines that Contestants are not required to obtain liability insurance or demonstrate fiscal responsibility in order to participate in this Contest.

13. Publicity

Participation in the Contest constitutes consent to Sponsor's and its agents' use of the Contestant's name or codename (and, as applicable, those of all other members of the team that participated in the Submission) for promotional purposes in any media, worldwide, without further payment or consideration. Furthermore, a Contestant's likeness, photograph, voice, opinions, comments, and/or hometown and state of residence (and, as applicable, those of all other members of the team that participated in the Submission) may be used if the Contestant provides consent.

14. General Conditions

A. Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failure, or any other unanticipated factor or factors beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as determined by Sponsor at its sole discretion. The Sponsor reserves the right at its sole discretion to disqualify any individual or Contestant that the Sponsor finds to be tampering with the entry process or the operation of the Contest, or to be acting in violation of these Official Rules or in a manner that is inappropriate, not in the best interests of this Contest, or in violation of any applicable law or regulation.

B. Any attempt by any person to undermine the proper functioning of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to take proper legal action, including, without limiting, referral to law enforcement, for any illegal or unlawful activities.

C. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Contestants. Proof of sending or submitting will not be deemed to be proof of receipt by Sponsor.

D. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest materials, including but not limited to the Contest Website or point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail.

E. The Sponsor reserves the right, without liability, to amend the terms and conditions of the Official Rules at any time, including the rights or obligations of the Contestant and the Sponsor. The Sponsor will post the terms and conditions of the amended Official Rules on the Contest Website ("Corrective Notice"). As permitted by law, any amendment will become effective at the time the Sponsor posts the amended Official Rules.

F. Excluding Submissions, all intellectual property related to this Contest, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, and representations are owned or used under license by the Sponsor. All rights are reserved. Unauthorized copying or use of

any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited.

G. Should any provision of these Official Rules be or become illegal or unenforceable under applicable Federal law, such illegality or unenforceability shall leave the remainder of these Official Rules unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

15. Limitations of Liability

By entering, all Contestants (including, in the case of a team, all participating members) agree to be bound by the Official Rules and hereby release the Released Parties from any and all liability in connection with the Prizes or Contestant's participation in the Contest, except for any claims against the Sponsor arising out of the unauthorized use or disclosure by the Sponsor of (1) the intellectual property of the participant beyond the authorized uses established in these rules, or (2) the trade secrets or confidential business information of the participant. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury, shall not be applicable in jurisdictions where such limitation is not legal.

16. Disputes

A. Contestants agree that:

(i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, any Prizes awarded, the administration of the Contest, or the determination of Winners, shall be resolved individually;

(ii) any and all disputes, claims, and causes of action arising out of or connected with this Contest, any Prizes awarded, the administration of the Contest, or the determination of Winners, shall be resolved pursuant to Federal law;

(iii) under no circumstances will Contestants be entitled to, and Contestants hereby waive, all rights to claim, any punitive, incidental, and consequential damages and any and all rights to have damages multiplied or otherwise increased.

B. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Contestants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, Federal law.

17. Privacy

The Sponsor may collect personal information from you when you enter the Contest. Such personal information collected is subject to the privacy policy located here: <http://www.ftc.gov/site-information/privacy-policy>.

18. Contact Us

Please visit the Frequently Asked Questions portion of the Contest Website for further Contest information and updates.

Jessica Rich,
Director, Bureau of Consumer Protection.

[FR Doc. 2014-17553 Filed 07/24/2014 at 8:45 am; Publication Date: 07/25/2014]